

**CONSENT TO ASSIGNMENT AND ASSUMPTION OF SITE J LEASE  
AT THE SAN LUIS OBISPO COUNTY REGIONAL AIRPORT WITH  
BARBARA COOPER-FERRINI, DBA WEST COAST AIR SERVICE**

This Consent of Assignment and Assumption of the Site J Lease at the San Luis Obispo County Regional Airport ("Consent") is entered into by and among the County of San Luis Obispo, a public entity in the State of California ("County"), Barbara Cooper-Ferrini, dba West Coast Air Service, a sole proprietorship ("Assignor"), and West Coast Air Service, LLC, a California limited liability company wholly owned by the Barbara L. Cooper Living Trust, a Revocable Trust ("Assignee").

**WHEREAS**, County and Assignor entered into the Site J Lease on April 20, 1999 ("Lease"); and

**WHEREAS**, the Lease requires, upon County's consent to an assignment of the Lease, the Assignee to furnish a performance bond equal to one year's rent or a cashier's check in lieu of; and

**WHEREAS**, Assignor and Assignee have requested that County waive, as a condition of approving the assignment, the performance bond requirement since the stated purpose of the assignment is intra-family estate planning; and

**WHEREAS**, the Lease allows the County to renegotiate the rental amount with an assignee in the event County consents to the assignment; and

**WHEREAS**, Assignor and Assignee request County's approval to assign the Lease from Assignor to Assignee; and

**WHEREAS**, it is in the best interest of the County to approve the assignment and assumption of the Lease, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of Assignee's assumption and agreement to perform each and every term of the Lease required to be performed by Assignee, and the mutual promises, covenants, agreements, and conditions herein set forth, the parties agree as follows:

1. County consents to the assignment of the Lease from Assignor to Assignee. In granting this Consent, the County does not waive any of its rights under the Lease against Assignor, and Assignor shall remain fully obligated to and is not released from each and every obligation of Assignor under the Lease.
2. Assignor assigns, transfers and conveys all of its rights, title and interest in the Lease to Assignee, subject to the obligations stated in section 1 above.

3. Assignee accepts the assignment and agrees to keep, perform and be bound by all the terms, duties, covenants, and conditions in the Lease on the part of Assignor as though Assignee was the original Lessee thereunder.
4. All terms and conditions of the Lease shall remain in full force and effect as to County, Assignor and Assignee.
5. Given the intra-family estate planning nature of the assignment, Assignee is not required to furnish a performance bond and the rental amount will not be renegotiated.

**IN WITNESS WHEREOF**, County, Assignor, and Assignee have executed this Consent as of the date last written below.

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors  
on \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND  
LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: Sharon Martin  
Deputy County Counsel

Date: 8/28/14

ASSIGNOR:

Barbara Cooper-Ferrini, dba West Coast Air  
Service, a sole proprietorship

By : Barbara Cooper-Ferrini  
Barbara Cooper-Ferrini

Date: August 8, 2014

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ASSIGNEE:

West Coast Air Service, LLC, a California  
limited liability company wholly owned by  
the Barbara L. Cooper Living Trust,  
a Revocable Trust

By: Barbara L. Cooper  
Barbara L. Cooper, Member(or Manager) of  
West Coast Air Service, LLC, and trustee for  
the Barbara L. Cooper Living Trust, a  
Revocable Trust

Date: August 8, 2014